Sir George Williams University 1435 Drummond St. Montreal 107 879-2867 or 879-2863

August 27, 1971

The attached information bulletin from Michael Sheldon, Assistant to the Principal, was distributed internally today at Sir George Williams University.

Malcolm Stone Information Officer

Encl.

omversite on deorge wimains 1450 rue brummond, Montreal 107, 873-5867 on 873-5863

Le 27 août 1971

Le bulletin d'information ci-joint de M. Michael Sheldon, Adjoint du Recteur, a été distribué aujourd'hui à l'intérieur de Sir George Williams University.

Malcolm Stone
Directeur de l'Information

Encl.

INFORMATION BULLETIN

Negotiations with the Union representing the Library Employees

Several reports have appeared recently in the press concerning the negotiations which have taken place between the University administration and the Union that is representing the Library employees. Important facts regarding the negotiations have not appeared in these reports, and so it is felt that the University community would wish to receive a statement covering both the sequence of events and the position that the University has adopted. It should be stressed that the University did not break off negotiations with the Union, and that it is quite prepared to have the matters at issue settled by arbitration.

The Union was certified on August 24, 1970, and presented its contract demands to the University five months later, on January 20, 1971. The negotiating teams first met on February 10, and in the ensuing six weeks seven meetings were held. The Union then applied to the Department of Labor for conciliation, and a month later, on April 24, the conciliation officer called his first meeting. After three further meetings, the conciliation officer on June 9 advised the two parties that, in view of the large number of matters still unresolved, they should continue with the negotiations without his assistance. Thirteen further meetings were held, five of them with the conciliator present. The Union acquired a right to strike under the law 90 days after conciliation had been applied for, and in fact went on strike on August 8, for one half day.

Negotiations with the Union were concerned entirely with non-monetary clauses, since it had been agreed by both parties that monetary items would be deferred until all the non-monetary ones had been settled. A number of the non-monetary clauses have in fact been settled. However, there was either no agreement on certain crucial matters, or the Union representatives withdrew their agreement to clauses that had previously appeared settled.

The following are the positions the University has taken on certain significant articles of the contract;

1. Management Rights

Under this article, the University position is that any employee covered by the agreement who feels he has been treated inequitably

relative to other employees covered by the agreement can seek redress according to the grievance procedures.

2. Union Membership

The University position is that membership in the Union for present employees should be voluntary. New employees would be informed that the payment of dues to the Union is a condition of employment.

3. Employment Security

The University has agreed to grant security of employment to all fulltime permanent employees in the bargaining unit at the signing of the agreement for the duration of the contract except for discharge for cause.

4. Promotions

The University seeks to maintain the right to promote the best qualified candidate for a job, taking into account seniority among other factors.

5. Technological Change

The University has agreed to present to a Labor Relations Committee, composed of three Union and three University representatives, any proposals for a major change in staffing or a major modification of procedures 90 days before the planned introduction.

6. Acquired Rights

The University position on acquired rights was tentatively accepted by the Union in March and confirmed in June, but this agreement was withdrawn in July. That position is that employees who enjoy wages, hours of work or working conditions superior to those in the agreement shall continue to enjoy them for the duration of the agreement unless both parties agree to the change.

7. Contracting out

The University has agreed that it will not contract out work for the purpose of depriving any permanent employee of his employment.

In conclusion, we believe that the contract offered by the University represents a fair and properly defined agreement, protecting the rights of both the individual employee and the Union, while reserving those rights of Library management that are essential for it to carry out its responsibilities. Much of the delay in completing this contract has resulted from the unwillingness of the Union representatives to accept a normal clarity of definition with regard to both its own rights and those reserved to the University.

Michael Sheldon

Assistant to the Principal

August 27, 1971.